

REMARKS

By the present amendment, claims 1 and 10 have been amended to clarify that the adhesive force is between the adhesive layer and the norbornene-based resin film, and a similar clarification has been made in claims 8-9. Further, claim 9 has been amended to correct the claim language by reciting that “comprising an optical compensating film and a polarizing plate on at least one side of a liquid crystal cell.”

It is submitted that the amendments are immediate clarifications, so that they do not raise new issues. In particular, the clarification of the adhesive force is immediately deduced from the plain language of claims 1 and 8-10.

Claims 1-16 are pending in the present application. Independent claim 1, and claims 2-7 and 15 dependent thereon, are directed to an optically compensating film, independent claim 8 is directed to a polarizing plate comprising an optically compensating film, and independent claim 10 and claims 11-14 and 16 dependent thereon are directed to a method for producing an optically compensating film.

In the Office Action, claims 1-7 and 10-16 are rejected under 35 U.S.C. 112, second paragraph, as indefinite. It is alleged in the Office Action that the expression “having an adhesive property on both sides” in claims 1 and 10 makes it unclear on which side the recited range for the adhesive force applies, and it is also alleged that the expression “setting the adhesive force between the optical compensating film and the layer” in claim 10 is nonsensical because the compensating film includes the norbornene-based resin film and the adhesive layer.

Reconsideration and withdrawal of the rejection is respectfully requested. Present claims 1 and 10 recite that the adhesive force is between the adhesive layer and the norbornene-based resin

film, and a similar clarification has been made in claims 8-9. Accordingly, it is submitted that the rejection should be withdrawn.

Next, in the Office Action, claims 1-4, 6-7, and 10-16 are rejected under 35 U.S.C. 103(a) as obvious over JP 2000-082338 (“Nagahama”) in view of US 5,568,290 to Nakamura (“Nakamura”), claims 8-9 are rejected under 35 U.S.C. 103(a) as obvious over Nagahama, and claim 5 is rejected under 35 U.S.C. 103(a) as obvious over Nagahama in view of JP 05-212828 (Hani). It is alleged in the Office Action in particular that Nakamura provides a motivation to “incorporate a dual sided acrylic adhesive (or other suitable adhesive) into the device [of Nagahama] to improve bonding strength” (Office Action on page 7, first full paragraph).

Reconsideration and withdrawal of the rejection is respectfully requested. As a preliminary, it is submitted that it is conventional knowledge in the field of adhesives that the interaction at the interface between an adhesive and an adhered is a factor affecting the adhesion property between the adhesive and the adhered. Such interaction can vary, so that this interaction is specific to each combination of adhesive and adhered. In the present invention, these basic principles are applied to the area of an adhesive force between a stretched norbornene-based resin film and an adhesive layer.

Turning to the Nagahama reference, this reference refers to the adhesion between a transparent polymer film 11 (uniaxially stretched norbornene film) and a transparent conductive thin film 12. The transparent conductive thin film 12 is made of materials such as indium oxide, zinc oxide, and the like, and is formed on the transparent polymer film 11 by ion sputtering method, CVD method, ion plating method, and the like. In other words, the transparent conductive thin film 12 is different from the adhesive layer of the present invention in terms of (i) its

constitutive materials, and (ii) its manufacturing method. As a result, Nahagama does not provide any guidance as to a level of adhesion between a stretched norbornene film and another type of film, such as an adhesive film, because Nahagama does not suggest (i) any desirability of improving adhesion between a transparent polymer film and an adhesive film, or (ii) any indication on how to improve adhesion between a transparent polymer film and an adhesive.

In particular, Nahagama discloses that, with an improved adhesive force between the transparent polymer film 11 and the deposited metal oxide film 12, when a laminate of the films 11 and 12 is interposed between a polarizing plate and a liquid crystal panel, exfoliation, cracking, and the like, can be prevented. However, Nahagama provides absolutely no guidance as to how to prevent exfoliation between the transparent polymer film 11 and the polarizing plate 4 which is disposed on the side of the transparent polymer film 11 opposite the film 12. In particular, Nahagama does not suggest a particular adhesive force between the film 11 and the polarizing plate 4. Since Nahagama considers the exfoliation between the films 11 and 12, but is silent as to any exfoliation between the film 11 and the polarizing plate 4 of Nagahama, a person of ordinary skill in the art would have found no guidance in Nahagama on how to select or adjust an adhesive force between a transparent polymer film and an adhesive layer, and no suggestion to adjust such an adhesive force correspondingly to the adhesive force between the transparent polymer film 11 and the deposited metal oxide film 12.

In summary, Applicants urge the Examiner to consider that the teaching of Nagahama regarding adhesive force is limited to adhesion between one side of a transparent polymer film 11 and the deposited metal oxide film 12, whereas Nagahama does not provide any guidance regarding an adhesive force between the other side of the transparent polymer film 12 and the

polarizing plate 4. Thus, the determination of an exfoliation problem between a transparent polymer film and an adhesive film, and the corresponding adjustment of an adhesive force between such two films, appears easy only in hindsight, but was absolutely not suggested in Nagahama.

In addition, with respect to claims 1-4, 6-7, and 10-16, a person of ordinary skill in the art would have had no motivation to combine Nagahama and Nakamura as alleged in the Office Action, because Nagahama is completely silent as to an adhesive layer as defined in present claim 1. Further, even if, arguendo, a person of ordinary skill in the art had attempted to adhere an adhesive layer as in Nakamura to the transparent polymer film 11 of Nagahama, that person would have adhered the adhesive layer to the side of the film 11 facing the polarizing plate 4 and not to the side of the film 11 facing the film 12, because Nagahama is completely silent as to any motivation for providing an adhesive layer on the side of the film 11 facing the film 12. As a result, Nakamura fails to remedy the deficiencies of Nagahama.

In addition, with respect to claims 8-9, it is submitted that the optical compensating film is adhered to the polarizing plate via the adhesive layer, which means that the order of the lamination as recited in these claims is optical compensation film / adhesive layer / polarizing plate. In contrast, in Nagahama, even if, arguendo, one considered that the film 12 is an “adhesive”, the order of lamination is polarizing plate 4 / transparent polymer film 11 / transparent thin film “adhesive” film 12. Since Nagahama considers only the adhesive force between the films 11 and 12, a person of ordinary skill in the art would find no guidance in Nagahama on how to select or adjust an adhesive force between the transparent polymer film and an adhesive film disposed between the polarizing plate 4 and the transparent polymer film 1. Therefore, for this reason alone,

claims 8-9 are not obvious over Nagahama.

In addition, the features of the dependent claims are not taught or suggested by any of the cited references. Therefore, for these respective reasons alone, the dependent claims are not obvious over the cited references taken alone or in any combination.

In view of the above, it is submitted that the rejections should be withdrawn.

In conclusion, the invention as presently claimed is patentable. It is believed that the claims are in allowable condition and a notice to that effect is earnestly requested.

In the event there is, in the Examiner's opinion, any outstanding issue and such issue may be resolved by means of a telephone interview, the Examiner is respectfully requested to contact the undersigned attorney at the telephone number listed below.

In the event this paper is not considered to be timely filed, the Applicants hereby petition for an appropriate extension of the response period. Please charge the fee for such extension and any other fees which may be required to our Deposit Account No. 50-2866.

Respectfully submitted,

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